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SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

ORANGE COUNTY SANITATION DISTRICT

June 30, 2025

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County Amendment Authorization Date:

\_\_\_\_\_, 2025

County Notice Address:

Director, OC Waste & Recycling  
601 N. Ross Street  
5<sup>th</sup> Floor  
Santa Ana, CA 92701

Orange County Sanitation District Amendment  
Authorization Date:

\_\_\_\_\_, 2025

Orange County Sanitation District Notice  
Address:

18480 Bandilier Circle  
Fountain Valley, CA 92708

## **SECOND AMENDMENT TO WASTE DISPOSAL AGREEMENT**

THIS **SECOND AMENDMENT** TO THE WASTE DISPOSAL AGREEMENT ("Second Amendment") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the Orange County Sanitation District, a county sanitation district duly existing under the laws of the State of California (the "District"). County and District may be referred to as "Party" individually or "Parties" when referred to jointly.

### **RECITALS**

The County owns, manages, and operates a Waste Infrastructure System to manage municipal and solid waste generated within Orange County, California or imported from outside Orange County, California pursuant to contractual agreements (hereafter used referred to as "Disposal System" or "Waste Infrastructure System"). The Waste Infrastructure System collectively includes active Class III sanitary landfills ("County Landfills"), resource recovery, recycling and organics programs, infrastructure and operations, and regional household hazardous waste collection centers and other waste management related systems as may be deemed necessary by the County.

The County is also responsible for the long-term management of 20 closed landfills as required under Applicable Law.

County Landfills are used for the management of municipal solid waste pursuant to legislation including, but not limited to, the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act") and the Short-lived Climate Pollutants Reduction Act ("SB 1383"). County Landfills are also subject to other state and federal regulations designed to ensure that landfill operations minimize the impacts to public health and safety and the environment.

District and County entered into a Waste Disposal Agreement ("WDA") dated January 8, 2013 ("2013 Waste Disposal Agreement") wherein the County agreed to receive and dispose of the District's biosolids at County landfills, subject to available capacity, through June 30, 2020 at a base rate of 110% of the rate payable by Participating Cities under City Waste Disposal Agreements, subject to CPI adjustments. Thereafter on June 24, 2015 the Parties entered into the First Amendment of the 2013 Waste Disposal Agreement ("First Amendment" or "Current WDA") extending the term of the agreement through June 30, 2025.

The County has similar WDAs with cities and sanitary districts throughout Orange County ("City WDAs"), which are also expiring on June 30, 2025. The Orange County City Manager Association ("OCCMA") is currently negotiating with the County updated rates and terms on a new WDA. The OCCMA has requested, and the County has agreed to, a one-year extension to allow time to complete negotiations.

The terms of District's WDA are closely tied to the terms that will be negotiated with the Cities and sanitary districts. Therefore, the Parties seek to extend the term of the Current WDA for one year to allow the County additional time to negotiate mutually agreeable terms with OCCMA for a new WDA, and obtain approval from their respective governing bodies.

The Parties have determined that the execution this Second Amendment will serve the public health, safety, and welfare by continuing to provide a stable, predictable solid waste services to District, and reliable supply of municipal solid waste to the Disposal System.

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Second Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the District on the District authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

**1. Extended Term.**

(a) Section 6.1 (A) of the Current WDA is deleted in its entirety and replaced with the following:

“Extended Term. This Agreement shall continue in full force and effect until 11:59 p.m. on June 30, 2026 (the “Extended Term”), unless earlier terminated in accordance with its terms, in which event the Extended Term shall be deemed to have expired as of the date of such termination.”

(b) Section 6.1 (B) is deleted in its entirety.

(c) Section 6.1 (C) of the Current WDA is deleted in its entirety and replaced with the following:

“Contract Rate Negotiations During Extended Term. The County shall provide periodic updates to District regarding anticipated changes to the new WDA that result from its negotiations with the OCCMA with the goal of having a final terms negotiated by September 30, 2025.

(d) Appendix 2 of the City WDA is deleted in its entirety and replaced with the following:

**APPENDIX 2**

Cumulative County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(B)

<i>Fiscal Year</i>	<i>County Acceptable Waste Tonnage</i>	<i>Cumulative County Acceptable Waste Tonnage</i>
FY 2025-26	3,166,659	3,166,659

**2. Effectiveness of Second Amendment.**

The provisions of this Second Amendment shall not become effective unless approved by the County Board of Supervisors and executed by the County. The County shall give written notice of the Amendment effective date to the District within 30 days of the County Board approval.

**3. Representations and Warranties of the Parties.**

Each of the parties to this Second Amendment represent and warrant that they validly existing under the laws of the State of California and that they have duly authorized the execution and delivery of this Second Amendment to each other Party.

**6. Remaining Terms.**

All other terms and conditions of the Current WDA not specifically changed by this Second Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and DISTRICT have caused this Second Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

County of Orange

Orange County Sanitation District

By \_\_\_\_\_  
Director, OC Waste & Recycling

By \_\_\_\_\_  
Board Chairman, Ryan P. Gallagher  
Orange County Sanitation District

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form

By \_\_\_\_\_  
County Counsel

By \_\_\_\_\_  
Clerk of the Board, Kelly Lore  
Orange County Sanitation District

Date \_\_\_\_\_

Date \_\_\_\_\_